

REMARKS/ ARGUMENTS

This reply and amendment is in response to the Office Action mailed January 28, 2008.

The Examiner is thanked for acknowledging and entering applicant's previous amendment of April 13, 2007.

Claims 1, 4, 6, 9, 15, 17, 18, 23, 26, 28, 31, 37, 39 and 40 are currently pending in this application. Claims 1, 17, 18, 23, 39, and 40 are amended herein to further clarify the invention.

On pages 2-3 of the Action, claims 1, 17, 18, 23, 39 and 40 were rejected under 35 U.S.C. 112, second paragraph, as allegedly being indefinite. These claims have now been amended. In light of the amendments, it is believed that this ground of rejection has now been overcome.

More particularly, with respect to claims 1 and 23, step (i) has been amended to clarify that, although the contracts have been executed by the customers before they are received, the contracts are initially non-binding because they are contingent on the threshold level being reached. If the threshold level is reached, the contracts become binding. If the threshold level is never reached, the contracts will remain non-binding.

Regarding claims 17 and 39, amendments have been made to clarify that the "advocating politically" step does not guarantee that the costs of energy systems will necessarily be reduced, but rather the advocacy is aimed at making more likely a goal of

lowering the costs of energy systems. Since the cost of the energy systems depends in part on the government incentives available for their purchase and installation, increasing such incentives would naturally lower such costs.

Regarding claims 18 and 40, amendments have been made to clarify that the "advocating politically" step does not guarantee that the number of customers will necessarily be increased, but rather the advocacy is aimed at making more likely a goal of increasing the number of potential customers. In conventional economic supply and demand analysis, reducing the cost of a good or service typically results in an increase in the demand. In addition, the fact that a utility is required to purchase energy at a retail (that is, the highest) rate, rather than for example a wholesale or least avoided cost rate, would naturally mean that the total financial return for such a system is enhanced, making it affordable to a greater number of customers.

Regarding claim 23, the Examiner states that "it is not clear to what extent software modules represent structural elements." Applicant requests that the Examiner withdraw the rejection of claim 23 under 35 U.S.C. § 112 because section 112 contains no requirement whatsoever, and no mention whatsoever, of anything relating to "structural elements." The only requirement in section 112, second paragraph, is that the claims "particularly point out and distinctly claim" the subject matter, which applicant has done in claim 23, as amended herein.

On pages 4-5 of the Amendment, the Examiner has rejected claims 23, 17, 18, 39 and 40 under 35 U.S.C. §101 as allegedly being directed to non-statutory subject matter. Applicant strongly disagrees.

First of all, applicant is completely mystified as to why the Examiner has again raised this rejection because in the previous Office Action of August 1, 2005, the Examiner expressly withdrew his previous section 101 rejection. Specifically, on page 2, third paragraph of the 2005 Action, the Examiner stated: "Claim rejections under 35 USC § 101 have been withdrawn due to the applicant's amendment." The Examiner has provided no reasons whatsoever as to why he has suddenly reversed his position, and the Examiner has cited no new legal authorities that may have been decided after the 2005 Action. Thus, applicant requests that the Examiner again withdraw the section 101 rejection of claim 23, as was already done in 2005.

With respect to claims 17, 18, 39 and 40, applicant submits that the rejection under section 101 has now been overcome by applicant's amendments to those claims. Applicant admits that political advocacy will not guarantee a result of lower prices for energy. However, a concrete result is definitely achieved by the consulting system, namely the automatic generation of invitations that are sent to customers in order to encourage them advocate politically, as well as the increased likelihood that the costs of the energy systems would be decreased through use of the present invention, and the increased likelihood that the number of customers would be increased through the use of the system.

Referring to page 6 of the current (2008) Office Action, the Examiner is thanked for withdrawing all previous claim rejections under 35 USC § 103.

Therefore, in light of the amendments to the claims herein and the discussion above, applicant submits that all of the Examiner's rejections under 35 U.S.C. §§ 101 and

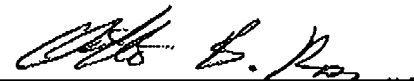
112 have been overcome. Thus, it is submitted that all claims, as amended herein, are now allowable. Accordingly, applicant respectfully requests that a timely Notice of Allowance be issued in this case.

Applicant requests a three-month extension of time. The appropriate fee is authorized herein.

Applicant has previously requested a teleconference with the Examiner to further understand any remaining objections or rejections under sections 101 or 112, and in the event any objection or rejection remains under either section, applicant continues to request such a teleconference.

Respectfully submitted,

By:



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Applicant hereby authorizes the three-month extension fee for this Amendment, in the amount of \$525, to be charged to Deposit Account No. 50-1625.

/Daniel Gluck/

July 28, 2008